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TO: Board of Acquisition and Contract

FROM: Hugh J. Greechan, Jr., PE
Commissioner of Public Works and Transportation

DATE: March 22, 2022

SUBJECT: Fourth Amendment to Agreement No. 15-904 in the matter of Engineering Services in connection with an Alternate Water Supply Evaluation for Southern Section of the Kensico-Bronx Pipeline, Westchester County Water District No. 1

Consultant: GHD Consulting Services Inc.
Amendment Amount: \$69,400.00

Pursuant to a Resolution approved on February 26, 2015, the County of Westchester ("County") entered into Agreement Number 15-904 ("Agreement") with GHD Consulting Services Inc. ("Consultant"), 5788 Widewaters Parkway, Syracuse, New York 13214, commencing on March 15, 2015, wherein the Consultant was to provide engineering study services in connection with an Alternate Water Supply Evaluation for Southern Section of the Kensico-Bronx Pipeline, Westchester County Water District No. 1. The original Agreement completion date was December 31, 2016.

The Agreement was thereafter amended by Resolution approved on October 1, 2015, to include the terms of the Non-Disclosure Agreement entered into between the County and the New York City Department of Environmental Protection ("NYCDEP") to protect confidential and proprietary information.

The Agreement was thereafter further amended by Resolution approved on May 11, 2017, to provide for additional study services associated with this project as required by the NYCDEP. The Agreement fee was increased by an additional \$53,688.00 to an amended amount not-to-exceed \$99,488.00. The Agreement completion date was extended retroactively to December 31, 2019.

The Agreement was thereafter further amended by Resolution approved October 29, 2020, to retroactively extend the term of the Agreement to December 31, 2021.

The engineering services included in the original Agreement are in progress. The County has been satisfied with the quality of services provided to date. The Consultant prepared a revised report, dated July 2020, documenting the Evaluation of Alternate Water Supplies for the Kensico-Bronx Pipeline. The revised report incorporated additional water supply alternatives requested by the NYCDEP. Following the completion of the report, the NYCDEP provided comments on alternatives and requested the completion of additional analyses. In addition, the County, in consultation with the Water District's member communities, determined that the maximum flow capacity for the alternate water supply could be reduced to 20 million gallons per day. In order to perform the additional analyses requested by the NYCDEP and based on the revised flow capacity, the County has requested that the Consultant provide additional study services for this project.

Authority of your Honorable Board is therefore requested to further amend the existing Agreement retroactively to December 31, 2021 to provide for additional engineering services for an Alternate Water Supply Evaluation for Southern Section of the Kensico-Bronx Pipeline, Westchester County Water District No. 1. The Consultant shall provide additional study services associated with this project as required by the NYCDEP. For study services, the Consultant shall provide data acquisition, verify existing site conditions, perform engineering analysis, develop alternate solutions with associated cost estimates, prepare a draft report for review, and issue a final report indicating recommended options.

The objective of this project will be to provide an evaluation associated with utilizing Shaft 3 of New York City Water Tunnel No. 2 as an alternate back-up supply for the southern section to the Westchester County Water District No. 1 48-inch diameter Kensico-Bronx Pipeline. The southern end of the 48-inch diameter pipeline, which draws water from the New York City Delaware Aqueduct at Shaft 22, supplies 90% of the water to Mount Vernon and 48% of the water to Yonkers. A major break in this pipe would leave the areas affected in each city with no water. This work is necessary to provide the basis for an alternate method to supply the Cities of Mount Vernon and Yonkers with potable water when, and if, the Lower Kensico line is out of service. This Agreement will benefit the public as it ensures the residents of Mount Vernon and Yonkers will have the proper water supply in the event the Lower Kensico line is out of service, thereby promoting public health policies and laws.

The engineering discipline encompassed in this Amendment is not new, but rather, it is an integral part of the project that involves the same degree of skill, experience and complexity as the expertise generally described in the original project. Accordingly, this type of engineering discipline was originally contemplated in the Professional Prequalification Board and Professional Selection Board process.

The fee for the above services is for an amount of \$69,400.00 pursuant to an approved budget, bringing the total Agreement plus Amendments to \$168,888.00. The completion date of the Agreement shall be extended to December 31, 2023.

The Department of Public Works and Transportation will track scheduling and accomplishments by the Consultant and perform on-site inspections to ensure the successful completion of this project.

Proposed form of Resolution to accomplish the foregoing is attached hereto.

HJG/LR/as

RESOLUTION

Upon communication from the Commissioner of Public Works and Transportation, be it hereby

RESOLVED, that the existing Agreement Number 15-904 (“Agreement”) between the County of Westchester (“County”) and GHD Consulting Services Inc. (“Consultant”), 5788 Widewaters Parkway, Syracuse, New York 13214, be amended retroactively to December 31, 2021 to provide for additional engineering services for an Alternate Water Supply Evaluation for Southern Section of the Kensico-Bronx Pipeline, Westchester County Water District No. 1. The Consultant shall provide additional study services associated with this project as required by the New York City Department of Environmental Protection (“NYCDEP”). For study services, the Consultant shall provide data acquisition, verify existing site conditions, perform engineering analysis, develop alternate solutions with associated cost estimates, prepare a draft report for review, and issue a final report indicating recommended options; and be it further

RESOLVED, that for the additional services rendered in accordance with the Consultant’s proposal, GHD Consulting Services Inc., shall be paid a fee of \$69,400.00 pursuant to an approved budget, increasing the total maximum fee to \$168,888.00; and be it further

RESOLVED, that this Agreement is subject to County appropriations; and be it further

RESOLVED, that this Agreement is also subject to further financial analysis of the impact of any New York State Budget (the “State Budget”) proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption (s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate the Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the consultant, then the consultant shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

RESOLVED, that the completion date of the Agreement shall be extended to December 31, 2023; and be it further

RESOLUTION

RESOLVED, that all other provisions of the existing Agreement shall remain in full force and effect; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized and empowered to execute any and all documents necessary or appropriate to effectuate the purposes hereof.

Original Agreement	\$	45,800.00	(Study Services)
First Amendment		0.00	(Non-Disclosure Agreement Terms)
Second Amendment		53,688.00	(Additional Study Services)
Third Amendment		0.00	(Term Extension to 12/31/2021)
This Amendment		<u>69,400.00</u>	(Additional Study Services)
TOTAL	\$	168,888.00	

Agreement No. 15-904

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	241	60	5110-5110	4420-WAFS	N/A	\$ 69,400.00

Budget Funding Year(s): 2022 Start Date: 03/15/15 End Date: 12/31/23
 (must match resolution)

Funding Source: Tax Dollars: 100% County Contractor Federal I.D. No./
 State Aid: _____ Social Security No.: _____
\$ 69,400.00 Federal Aid: _____ Vendor No.: _____
 (must match resolution) Other: _____ Encumbrance No.: _____